

Central Intelligence Agency



Washington, D.C. 20505

5 May 2015

Jason Leopold

Reference: F-2015-00039 / 14-cv-19879

Dear Mr. Leopold:

This letter is in response to your 3 October 2014 Freedom of Information Act (FOIA) request for the following information for disclosure of the following UNCLASSIFIED reports from the Central Intelligence Agency Office of Inspector General:

1. Former Agency Officer Alleges Retaliation for Protected Disclosures – ISSUE DATE MARCH 2013
2. Alleged Violation of CIA-Unique Post Employment Restrictions – ISSUE DATE FEBRUARY 2013
3. Misuse of Government Systems for Database Searches – ISSUE DATE FEBRUARY 2013
4. Agency Contractor Alleged Reprisal for Whistleblowing – ISSUE DATE FEBRUARY 2013
5. Review of [redacted] Allegations from DOD – ISSUE DATE MAY 2013
6. Alleged Retribution Against Alleged Whistleblower – ISSUE DATE JUNE 2013
7. Alleged Classified Information Leaked to Foreign Army Officials – ISSUE DATE JULY 2013
8. Misuse of Agency Credential by Former (b3) Staff Officer – ISSUE DATE AUGUST 2013
9. Unauthorized Disclosure of Classified Information – ISSUE DATE AUGUST 2013
10. Request for Whistleblower Protection by Former Interrogator – ISSUE DATE AUGUST 2013

11. Counterfeiting of CIA Credentials – ISSUE DATE SEPTEMBER 2013
12. Ethics Violations Involving Film Producers – ISSUE DATE SEPTEMBER 2013
13. Alleged Use of Government Systems to Order Steroids – ISSUE DATE OCTOBER 2013
14. Alleged War Crimes by Agency Personnel Overseas – ISSUE DATE NOVEMBER 2013
15. Alleged Abuse of Detainees Overseas – ISSUE DATE JANUARY 2014
16. Disclosure of Classified Information by Former D/CIA – ISSUE DATE MARCH 2014
17. Alleged Abuse and Misconduct Overseas – ISSUE DATE MARCH 2014
18. Alleged Misattribution of Detainee Intelligence – ISSUE DATE APRIL 2014
19. Alleged Misconduct by Polygrapher – ISSUE DATE MARCH 2014
20. Theft of USG Property: E Bay sale of NVGs – ISSUE DATE MAY 2014
21. Allegation of Misconduct by Polygrapher – ISSUE DATE MAY 2014

We completed a thorough search for records responsive to your request and located twenty-three (23) documents which can be released in segregable form with redactions made on the basis of FOIA exemptions (b)(1), (b)(3), (b)(5), (b)(6), (b)(7)(b), (b)(7)(c), (b)(7)(e) and (b)(7)(d). Exemption (b)(3) pertains to Section 6 of the Central Intelligence Agency Act of 1949, as amended, 50 U.S.C. Sec. 3507 (formerly codified at 50 U.S.C. Sec. 403g), noted as exemption (b)(3)CIAAct on the enclosed documents, and/or Section 102A(i)(1) of the National Security Act of 1947, as amended, 50 U.S.C. 3024 (formerly codified at 50 U.S.C. 403-1(i)(1)), noted as exemption (b)(3)NatSecAct on the enclosed documents. Due to the current status of coordinations of eight (8) of the documents we are unable to produce those at this time. We will, however, release those to you once all relevant equity holders have completed their reviews.

Because the above-referenced request is a subject of pending litigation in federal court, in accordance with Agency regulations as set forth at Section 1900.42 of Title 32 of the Code of Federal Regulations, you are not entitled to appeal this determination administratively.

Sincerely,



Michael Lavergne
Information and Privacy Coordinator

Enclosures

(b)(3) NatSecAct

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Central Intelligence Agency
Inspector General

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REPORT OF INVESTIGATION



(U//FOUO) ALLEGED VIOLATION OF CIA-UNIQUE POST EMPLOYMENT RESTRICTIONS

(b)(3) CIAAct ☐

11 February 2013

David B. Buckley
Inspector General

(b)(3) CIAAct

☐
Assistant Inspector General
for Investigations

☐ Special Agent

(b)(3) CIAAct

NOTICE: The information in this report
is covered by the Privacy Act, 5 U.S.C. § 552a,
and should be handled accordingly.

(b)(3) NatSecAct

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Do Not Copy**OFFICE OF INSPECTOR GENERAL
INVESTIGATIONS STAFF****REPORT OF INVESTIGATION****(U//FOUO) ALLEGED VIOLATION OF CIA-UNIQUE
POST-EMPLOYMENT RESTRICTIONS**

(b)(3) CIAAct

11 February 2013**(U) SECTION A - SUBJECT****1. (U) Full Name:** (b)(7)(c)(b)(1)
(b)(3) CIAAct
(b)(3) NatSecAct
(b)(7)(c)

(b)(3) NatSecAct

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Do Not Copy**(U) SECTION B - PREDICATION**

2. (U//~~ATUO~~) In September (b)(7)(c) Office of General Counsel (OGC) referred to the Office of Inspector General (OIG) allegations that (b)(7)(c) was engaged in activities involving (b)(7)(c) foreign entities in possible violation of post-employment (b)(7)(c) restrictions. In the course of investigating (b)(7)(c) activities and coordinating concurrent investigations (b)(7)(c) OIG developed information that (b)(7)(c) (b)(7)(c) retired CIA officer, also may have violated post-employment restrictions on advising or representing foreign governments.

(U) SECTION C - POTENTIAL VIOLATIONS

(b)(3) CIAAct

(5) Special Rules With Respect to Certain Relationships with Foreign Governments or Political Parties Following Separation from CIA.

(a) (U) Section 402 of the Intelligence Authorization Act for Fiscal Year 1997 requires the Director of the Central Intelligence Agency (D/CIA) to issue regulations requiring designated Agency employees to sign written agreements committing not to represent or advise, for a period of three years after that employee leaves CIA employment, any foreign government or foreign political party. Pursuant to statutory authorities, the D/CIA has delegated to the Associate Deputy Director of the Central Intelligence Agency (ADD/CIA) responsibility for administering the post-employment restrictions required by section 402. The ADD/CIA shall report to the D/CIA all actions taken pursuant to subparagraphs m(5)(e), (k), and (m) below.

....

(c) (U) Within 30 days after the promulgation of this subparagraph m(5), and by 31 January of each subsequent year, each directorate (including the D/CIA Area) shall identify those positions within that directorate which are occupied by members of the Senior Intelligence Service, whose responsibilities require them to maintain "significant contact" with foreign government officials and it is expected that the contacts will involve regular or recurring interaction.

....

(j) (U) Where it appears that a former employee may have violated the terms of his or her Post-Employment Agreement, the Inspector General will have jurisdiction to investigate the matter, report his or her findings of fact to the D/CIA, and provide a copy of that report to the ADD/CIA. In such cases, the ADD/CIA shall review the Inspector

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General's findings of fact and request the opinions of the former employee's most recent Director or Head of Independent Office and the General Counsel.

(k) (U) After consulting with the respective Director or Head of Independent Office and the General Counsel, if the ADD/CIA concludes that the Post-Employment Agreement has been violated, the ADD/CIA shall impose any or all of the following sanctions upon the former employee: (1) a post-employment letter of reprimand, (2) the foreclosure of any future CIA contractual or other relationships with the former employee, (3) a determination that the Agency seeks as a remedy at law the forfeiture to the U.S. of all money or other consideration received by the former employee that is attributable to his or her violation of the Post-Employment Agreement, and (4) forfeiture of all or any portion of the Federal retirement benefits to which the former employee otherwise would be entitled. For purposes of this subsection, the term "Federal retirement benefits" includes those benefits provided by the Civil Service Retirement System, the Central Intelligence Agency Retirement and Disability System, the Federal Employees' Retirement System, the Federal Employees' Retirement System Special Category, and any successor Federal retirement system the vested benefits of which are attributable to the employee's CIA service (but does not include the former employee's own contributions, earnings on such contribution, or benefits to the extent that they are attributable to the employee's own contributions).

....

(o) (U) The ADD/CIA shall provide the Director, Office of Security information about any final decisions made pursuant to subparagraphs m(5)(e), (j), (k), or (m) above. The Director, Office of Security shall maintain a database containing that information.

(U) Title 18 USC § 207, *Restrictions on former officers, employees, and elected officials of the executive and legislative branches*, provides in pertinent part:

(f) Restrictions relating to foreign entities, -

(1) Any person who is subject to the restrictions in subsections (c), (d), or (e) [applicable to certain former senior employees of the executive branch] and who knowingly, within one year after leaving the position, office, or employment referred to in such subsection-

- (A) represents a foreign entity before any officer or employee of any department or agency of the United States with the intent to influence a decision of such officer or employee in carrying out his or her official duties, or
- (B) aids or advises a foreign entity with the intent to influence a decision of any officer or employee of any department or agency of the United States, in carrying out his or her official duties,
- (C) shall be punished as provided in section 216 of this title.

(b)(7)(c)

(b)(7)(c) 3. (U//FOUO) In the year of termination of CIA employment, the foreign entity restrictions in 18 U.S.C. § 207(f) applied to senior employees whose base pay, including

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locality pay, exceeded \$140,216.50. (See generally 5 CFR § 2641.104, defining "senior employee" for purpose of 18 U.S.C. § 207.) Accordingly, [] was subject to the § 207(f) restrictions based on [] salary at the time of [] retirement, \$149,241.37.

(b)(7)(c)

(b)(7)(c)

4. (U//FOUO) OIG made a preliminary presentation of the facts concerning [] to the Department of Justice Public Integrity Section (DOJ/PIS) as a possible violation of 18 U.S.C. § 207(f). DOJ/PIS consulted with the Office of Legal Counsel and the Office of Government Ethics about the matter. On [] (b)(7)(c) DOJ/PIS declined to open a criminal case against []

(b)(7)(c)

[] DOJ/PIS noted that "the fact that the experienced and informed attorneys from [Office of Legal Counsel] and [Office of Government Ethics] did not have a clear answer to the question posed in this case (nor did we), precludes us from putting together a criminal case on these facts." Therefore, this report focuses only on the alleged violation of the Section 402 post-employment restrictions.

(U) SECTION D - INVESTIGATIVE FINDINGS**(U) BACKGROUND**

5. (U//FOUO)

(b)(7)(c)

occupied a position subject to the regulatory post-employment agreement required by Congress in Section 402 of the Intelligence Authorization Act of 1997 and incorporated in [] (b)(3) CIAAct [] signed a post-employment agreement not to represent or advise the government of any foreign country or any political party of any foreign country, as defined in 18 U.S.C. 207(f)(3) for the three year calendar period immediately following [] separation.

(b)(7)(c)

(b)(7)(c)

(U) ETHICS ADVICE PROVIDED

(b)(7)(c)

7. (U) The CIA/OGC Ethics Council advised [] of these restrictions in two hand-delivered letters, dated [] (b)(7)(c) [] and [] (Exhibits B, C) In the [] letter, the OGC ethics council informed [] that the [] (b)(7)(c) letter superseded [] previous letter dated [] (b)(7)(c) [] and was intended to assist [] in understanding [] post-employment restrictions. Both letters advised that there is no "safe-harbor" for "behind-the-scenes" assistance under 18 U.S.C. § 207(f) or Section 402. They further advised that the Section 402 ban on representing or advising "does not require the

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rendering of aid or advice with the intent to influence the US Government, but applies absent any US interest or involvement in the matter at issue."

Regarding the Section 402 restriction, the OGC Ethics Counsel wrote on [redacted] (b)(7)(c)

A former employee subject to this restriction would be prohibited from working for a foreign government in any capacity, including as an employee or contractor. Further, regardless of whether the former employee worked directly for the foreign government, he would be barred from "representing" a foreign government on any matter. The former employee could, however, work for a consultant that advises a foreign government, and even interact directly with the foreign government so long as the subject of the consultation was not related to any matter within the scope of his government employment. The former employee also could sell goods for his new employer directly to a foreign government, and provide advice on how to use a product, so long as the advice was not related to any matter within the scope of his government employment.

The February letter continued:

As you discussed with [CIA Senior Deputy Counsel] John Rizzo during our [redacted] meeting, a "matter" means any particular matter with specific parties, such as a contract. Therefore, you will not be considered to be in violation of this restriction if you are rendering advice to a foreign government in connection with a sale of goods and services and that advice does not intersect with any matter, including any contract, with which you were involved as a government employee.

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10. (U) Concerning interaction with [redacted], the OGC Ethics Counsel advised [redacted] that, so long as [redacted] completely avoids any discussion of matters involving the United States, [redacted] would not violate 18 U.S.C. § 207(f). However, if [redacted] aided or advised [redacted] even behind-the-scenes, on a matter involving CIA or the rest of the United States Government, [redacted] would be in violation of 18 U.S.C. § 207(f). As to Section 402, the OGC Ethics Counsel advised that [redacted] interaction with [redacted] in the course of selling [redacted] goods and services would not violate Section 402 unless there is some intersection with a particular matter on which [redacted] worked while a CIA employee.

(b)(7)(c)

(U) (b)(7)(c) **POST-EMPLOYMENT ACTIVITIES INVOLVING FOREIGN ENTITIES**

(U) **Overview**

(b)(7)(c)

11. (U) The OIG investigation found that [redacted] frequently interacted with representatives of foreign governments in a business-development role - including [redacted] - in the months following [redacted] CIA retirement.

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(b)(7)(c)

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(b)(7)(d)

16. (U) [] said that [] made an effort to understand the applicable rules and regulations, and to the best of [] knowledge, [] was in compliance with all of [] post-employment restrictions. [] added that [] never had any intention of violating or circumventing the restrictions.

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(b)(7)(c)
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VICE NEWS

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Do Not Copy**(U) SECTION 5 - RECOMMENDATION**

(b)(3) CIAAct

28. (U//~~FO~~) Pursuant to [redacted] the ADD (now titled Executive Director) should review the findings in this Report of Investigation and seek the opinions of the Director, National Clandestine Service (D/NCS), and the General Counsel to determine whether [redacted] (b)(7)(c) violated the terms of [redacted] post-employment agreement. If the Executive Director, in consultation with the D/NCS and the General Counsel, concludes that [redacted] violated [redacted] post-employment agreement, the Executive Director should determine the appropriate sanctions against [redacted] consistent with (b)(3) CIAAct and report the results to the Acting Director, CIA.

(b)(3) CIAAct

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Do Not Copy**(U) SECTION 6 - EXHIBITS**

- A. Post-Employment Agreement dated
- B. Letter dated from CIA OGC to regarding post-employment restrictions
- C. Letter dated from CIA OGC to regarding post-employment restrictions
- D. email exchange between OGC attorneys regarding oral information provided to

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Exhibit A

VICE NEWS

POST-EMPLOYMENT AGREEMENT

An Agreement Between (b)(7)(c) and the United States.

1. Intending to be legally bound, and in consideration of my continued service in the position that I now occupy ("my position") for the Central Intelligence Agency ("CIA"), I accept the obligations contained in this Agreement. I understand and accept that service in my position imposes upon me certain obligations, including the obligation not to permit an actual or potential conflict of interest or the appearance of any actual or potential conflict of interest to arise between the responsibilities of my position and my relationships with certain foreign entities following my separation from CIA.

2. I understand and agree that for the three-year calendar period immediately following my separation from CIA employment I will not represent or advise the government or any political party of any foreign country, as defined in 18 U.S.C. § 207(f)(3). I further understand that I will not be subject to this restriction on my post-employment activities if I occupy a position that has not been designated as being subject to these post-employment restrictions for a period of three years or more prior to my separation from CIA employment.

3. I understand and agree that should I violate this Agreement, CIA may impose upon me any or all of the following sanctions: (i) a post-employment letter of reprimand, (ii) the foreclosure of any future CIA contractual or other relationships with me, (iii) a determination that the Agency seeks as a remedy at law the forfeiture to the United States of all money or other consideration received by me that is attributable to my violation of the Post-Employment Agreement, and (iv) forfeiture of all or any portion of the Federal retirement benefits to which I would otherwise be entitled. For purposes of this subsection, the term "Federal retirement benefits" includes those benefits provided by the Civil Service Retirement System, the Central Intelligence Agency Retirement and Disability System, the Federal Employees' Retirement System, the Federal Employees'

Retirement System Special Category, social security benefits based on federal employment, and any successor Federal retirement system the vested benefits of which are attributable to the employee's CIA service (but does not include the former employee's own contributions, earnings on such contributions, or benefits to the extent that they are attributable to the employee's own contributions).

4. I understand and agree that I may obtain a waiver of enforcement of this Agreement in a specific instance or a release from this Agreement, only by written request and in accordance with the regulations and procedures set forth by CIA. Such a waiver or release shall be effective only if it is in writing, signed by the Executive Director. I further understand and agree that there is no obligation upon CIA to grant my request for such a waiver or release, that any such waiver or release if granted must be in writing, and that, unless and until such time as a waiver or release is granted or if no such waiver or release is granted, I remain subject to all of the terms of this Agreement.

5. I understand that U.S. Government may apply for a court order enjoining me from engaging in any activities, actual or reasonably anticipated, in violation of this Agreement. I have been advised that such an action may be brought against me in any of the several United States District Courts where the United States Government may elect to file the action and that court costs and reasonable attorney's fees incurred by the United States Government may be assessed against me if I lose such an action.

6. I understand that each provision of this Agreement is severable, and that if a court should find any provision of this Agreement to be unenforceable, all the other provisions of this Agreement shall remain in full force and effect. This Agreement relates solely to certain of my specific responsibilities and does not set forth any of the other conditions or obligations that may now or hereafter pertain to my employment by or assignment or relationship with CIA.

(b)(7)(c)

Signature of Employee

(b)(7)(c)

Date

(b)(6)

Signature of CIA Representative

(b)(7)(c)

Date

VICE NEWS

Exhibit B

VICE NEWS

CENTRAL INTELLIGENCE AGENCY

WASHINGTON, D.C. 20505

Office of General Counsel

(b)(7)(c)

VIA HAND DELIVERY

(b)(7)(c)

Dear (b)(7)(c):

You intend to terminate your employment with the Central Intelligence Agency (Agency) and have requested written guidance concerning the post-employment restrictions applicable to you. As you are aware, a former federal government employee has restrictions placed upon his post-employment activities by both statute and regulation, and violations of these restrictions may result in criminal and civil penalties. This letter is intended to assist you in understanding the restrictions. If questions arise as to the applicability of the restrictions to a particular set of circumstances, please do not hesitate to contact me for a specific opinion based upon those facts.

You have completed the Post-Government Employment Ethics Questionnaire dated [redacted] and provided additional information to me during our meeting on [redacted]. I have used the information provided by you as the basis for the conclusions in this letter. The advice provided below is based on the assumption the following facts are true:

(b)(7)(c)

(b)(7)(c)

- You will terminate employment with the Agency on [redacted] as a Senior Intelligence Service officer.

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- You will not receive a cash incentive to separate from the Agency. Accordingly, you will not be subject to the restrictions imposed by the CIA Voluntary Separation Pay Act.
- You will be subject to the post-employment restriction contained in 402 of the 1997 Intelligence Authorization Act.
- You did have personal and substantial involvement in government contracts during your government career.
- You were not involved in any Agency procurement in excess of \$10 million during your last year of government service. Therefore, on the basis of your representations, I have concluded that you are not subject to the one-year compensation ban imposed by the Procurement Integrity Act.
- You did not engage in trade and treaty negotiations as an Agency employee, and, accordingly, will not be subject to the restrictions of 18 U.S.C. 207(b).

If my understanding of your employment history is incorrect and one of the above statements is not true, the advice provided in this letter may not be accurate and cannot be relied upon. Should my understanding of the facts be in error, please contact me for additional advice based upon corrected information.

You are subject to the post-employment restrictions summarized below. A detailed discussion of each of these restrictions follows.

Summary of Post-Employment Restrictions

1. You are barred permanently from representing anyone (other than the US Government) before any official or agency of the US Government concerning those particular matters in which you were personally and substantially involved as a federal employee.

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2. You are barred for two years from representing anyone (other than the US Government) before any official or agency of the US Government concerning any particular matters that were actually pending under your official responsibility during your last year of government service.

3. You are barred for one year after separation from making any communication or appearance before (b)(7)(c) the Central Intelligence Agency seeking official action on behalf of a third party.

4. You are barred for one year after separation from the Agency from representing, aiding or advising a foreign entity with the intent to influence the United States.

5. You are barred from representing or advising a foreign government or foreign political party for three years after separating from the Agency.

Detailed Discussion of Post-Employment Restrictions

Permanent Representation Ban. A federal employee is permanently barred from representing anyone (other than the US Government) before any official or agency of the US Government concerning any particular matter involving a specific party or parties in which the employee was personally and substantially involved as a federal employee. 18 U.S.C. 207(a)(1). This criminal statute is called the "switching sides" or "revolving door" statute.

The most common example of a "particular matter" under the statute would be a contract or a proposal for a contract. A "particular matter" also would include a renewal, extension, or modification of a contract. The prohibition further requires that "a specific party or parties" be involved at the time of employee's involvement. General rulemaking usually does not involve a specific party or parties; contracts always involve specific parties.

To participate "personally" generally means to participate directly, although an employee can participate "personally" even though he merely directs a subordinate's participation. To

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participate "substantially" means that the employee's involvement must have been of significance to the matter, or form a basis for a reasonable appearance of significance. "Personal and substantial" involvement with a contract would include action through decision, approval, disapproval, recommendation, investigation, or the rendering of advice in a particular matter. Further, personal and substantial involvement includes both formal roles in the administration of a contract, such as a COTR or approving contracts, as well as more informal roles, such as supervising a contractor employee or giving award fee input.

All communications and appearances made on behalf of a third party with the intent to influence the federal government are prohibited by the representational ban. The ban, however, does not prohibit limited "behind-the-scenes" involvement on the part of the former government employee in connection with the representation of a third party. Additionally, the ban does not prohibit a former employee from representing him or herself (as distinguished from a corporation or consulting firm) before the federal government, as, for instance, an independent contractor.

To the extent that you were personally and substantially involved in a particular matter, including a contract, you will be permanently banned from representing a third party on that contract.

Two-year Representation Ban. For two years after his government employment ends, a former employee may not represent anyone (other than the US Government) before any official or agency of the US Government concerning any particular matter that the former employee knows or reasonably should know was pending under his official responsibility during the last year of his government employment. 18 U.S.C. 207(a)(2). This ban is identical to the permanent representational restriction except that it is of shorter duration and requires only that the former employee have had official responsibility for a matter during his last year of government service, not that he participated personally and substantially in that matter.

A matter was "actually pending" under a former employee's official responsibility if the matter was in fact referred to or

(b)(7)(c)

under consideration by persons within the employee's area of responsibility. This restriction does not apply unless at the time of the proposed representation of another he knows or reasonably should know that the matter had been under his responsibility during the last year of Agency service.

As with the permanent ban, the restriction applies to communications and appearances on behalf of a third party that are made "with the intent to influence" the federal government, but does not prohibit "behind-the-scenes" activities. Unlike the permanent ban, however, an employee's recusal or lack of participation in a matter does not remove it from his official responsibility.

To the extent that you were not personally and substantially involved in a particular matter, but that matter fell under your official responsibility during your last year of government service, you will be subject to this two-year ban on that matter.

One Year Cooling-Off Period. 18 U.S.C. § 207(c) imposes additional restrictions on senior intelligence officers earning over \$136,757 in base pay (which after 11 July 2004 includes locality pay), and, as your base pay will exceed the threshold when you separate, you will be subject to this one-year restriction following your separation from the Agency. Former senior employees subject to Section 207(c) are prohibited for one year after separation from making any communication or appearance on behalf of a third party before the Central Intelligence Agency or any federal agency in which the former employee served in any capacity during his last year of government service seeking official action. Like the permanent and two-year restrictions discussed above, this provision does not prohibit "behind the scenes" assistance to a third party. The restriction, however, does not require the former senior employee to have ever been officially involved in the matter that is the subject of the communication or appearance. Unlike the permanent and two-year restrictions, the prohibition applies only to the federal agency or agencies in which the former employee served in any capacity during his last year of government service. In your case, you will be barred from representing any third party before (b)(7)(c) the Central Intelligence Agency.

(b)(7)(c)

An opinion issued by the Office of Legal Counsel, US Department of Justice (OLC), determined the conduct of a former senior employee would fall outside of permissible "behind-the-scenes" assistance if the former official intended that information or views conveyed to his former agency by a third party be attributed to him. The OLC opinion lists several examples of the type of indirect communication that may be considered "representing," including when a high-ranking official aggressively publicizes the fact that he is starting a one-man consulting firm, then submits a report to the agency shortly thereafter under the name of that firm.

The Meaning of "Representation". The meaning of the term "representing" in the context of the three representational bans discussed above is very broad. "Representing" includes all communications and appearances made on behalf of a third party with the intent to influence the federal government. It is not limited to lobbying or representing a third party on contract negotiations, for example. Representation need not be on behalf of the original contractor and can include virtually any interaction with other federal employees on behalf of a private employer or individual. If, for instance, as a representative of your new employer, you attend a meeting with any part of the United States Government during which a particular matter in which you were personally and substantially involved is discussed and you offer your opinion on the matter, you would be considered to be "representing" your employer. This would be a violation of the criminal statute.

None of these representational bans prohibit "behind-the-scenes" involvement in a particular matter. This safe harbor allows you to use your expertise and knowledge, but not your influence. As noted above, however, conduct falls outside the scope of permissible "behind-the-scenes" involvement if, for instance, a former government official intends that information conveyed to the federal government by a third party be attributed to him. In other words, you cannot shield yourself from criminal liability by interacting with government officials through a third party, including through a business associate, if you intend that the information be attributed to you.

(b)(7)(c)

Foreign Entity Restrictions. 18 U.S.C. § 207(f) restricts former senior employees whose base pay (which after 11 July 2004 includes locality pay) is over \$136,757 for one year after separation from the Agency from representing, aiding or advising a foreign entity with the intent to influence the United States. A foreign entity is defined as a foreign government or foreign political party. A foreign government includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or any part of such country. It also includes any subdivision of a group and any group or agency to which sovereign de facto or de jure authority or functions are directly or indirectly delegated. The term also includes any faction or body of insurgents within a country assuming to exercise governmental authority, whether such faction or body of insurgents has or has not been recognized by the United States. A foreign commercial corporation will not generally be considered a foreign entity for purposes of 18 U.S.C. § 207(f) unless it exercises the functions of a sovereign. There is no safe harbor for "behind-the-scenes" assistance under 18 U.S.C. 207(f).

Section 402 Three-Year Post-Employment Agreement. Your former position [redacted] is a designated position subject to the three-year post-employment agreement required by Congress in Section 402 of the Intelligence Authorization Act of 1997. 50 U.S.C. § 403-4 nt. Pursuant to this Act, you have signed an agreement with the Agency that prohibits you from representing or advising a foreign government or foreign political party for three years after leaving employment at the Agency. (Because you held this designated position within three years of leaving government service, you will be subject to this restriction upon your departure, even though you no longer hold this position.) This ban does not require the rendering of aid or advice with the intent of influencing the U.S. Government, but applies absent any U.S. interest or involvement in the matter at issue. There is no safe harbor for "behind-the-scenes" assistance under Section 402.

(b)(7)(c)

You have asked for detailed advice on this prohibition, specifically whether it applies when a covered former employee is selling goods or services to, but not working directly for, a

(b)(7)(c)

foreign government. A former employee subject to this restriction would be prohibited from working for a foreign government in any capacity, including as an employee or a contractor. Further, regardless of whether the former employee worked directly for the foreign government, he would be barred from "representing" a foreign government on any matter. (The broad meaning of "representation" discussed above would apply.) The former employee could, however, work for a consultant that advises a foreign government, and even interact directly with the foreign government, so long as the subject of the consultation was not related to any matter within the scope of his government employment. The former employee also could sell goods for his new employer directly to a foreign government, and provide advice on how to use a product, so long as the advice was not related to any matter within the scope of his government employment.

Foreign Agents Registration Act of 1938

Although you currently do not anticipate working for foreign governments, political parties or companies, you should familiarize yourself with the requirements of the Foreign Agents Registration Act of 1938 (FARA), 22 U.S.C. 601 et seq., if you wish to explore this possibility in the future. FARA requires a person to register as an "agent of a foreign principal" when he or she acts at the order, request or under the direct control of a foreign principal and engages in certain types of activities. Foreign principals include foreign governments, and partnerships, associations, corporations, organizations, or other combinations of persons organized under the law or having their principal place of business in a foreign country.

FARA has a very broad scope and you should ensure that you comply with its registration requirements unless your activities are exempt from the Act. The Office of General Counsel does not make determinations concerning the applicability of the Act. Inquiries regarding FARA should be addressed to: Foreign Agents Registration Unit, U.S. Department of Justice, 1400 New York Avenue, N.W., Room 9300, Washington, D.C. 20530. The Unit's telephone number is 202-514-1216; the fax number is 202-514-2836.

(b)(7)(c)

I hope that you will find the guidance contained in this letter helpful as you begin your new career. Please remember that this letter only summarizes the relevant statutory provisions. The provisions must be applied to specific facts on a case-by-case basis to determine if particular circumstances fall within the scope of the restrictions. Please contact me if you have any additional questions or concerns. I can be reached at

(b)(3) CIAAct

Sincerely,

(b)(3) CIAAct

Ethics Counsel

Exhibit C

VICE NEWS

CENTRAL INTELLIGENCE AGENCY
WASHINGTON, D.C. 20505

Office of General Counsel

(b)(7)(c)

VIA HAND DELIVERY

(b)(7)(c)

Dear (b)(7)(c):

You intend to terminate your employment with the Central Intelligence Agency (Agency) and have requested written guidance concerning the post-employment restrictions applicable to you. As you are aware, a former federal government employee has restrictions placed upon his post-employment activities by both statute and regulation, and violations of these restrictions may result in criminal and civil penalties. This letter supersedes my previous letter of (b)(7)(c) and is intended to assist you in understanding the restrictions. If questions arise as to the applicability of the restrictions to a particular set of circumstances, please do not hesitate to contact me for a specific opinion based upon those facts.

(b)(7)(c)

You have completed the Post-Government Employment Ethics Questionnaire dated (b)(7)(c) provided additional information to me during our meeting on (b)(7)(c) and during our meeting with John Rizzo, Acting General Counsel, on (b)(7)(c). I have used the information provided by you as the basis for the conclusions in this letter. The advice provided below is based on the assumption the following facts are true:

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(b)(7)(c)

- You will terminate employment with the Agency on (b)(7)(c) as a Senior Intelligence Service officer. You originally separated from the Agency on (b)(7)(c)

(b)(7)(c)

(b)(7)(c)

(b)(7)(c)

- You will not receive a cash incentive to separate from the Agency. Accordingly, you will not be subject to the restrictions imposed by the CIA Voluntary Separation Pay Act.
- You will be subject to the post-employment restriction contained in 402 of the 1997 Intelligence Authorization Act. That three-year restriction began to run on the date of your first separation from the Agency.
- You did have personal and substantial involvement in government contracts during your government career.
- You were not involved in any Agency procurement in excess of \$10 million during your last year of government service. Therefore, on the basis of your representations, I have concluded that you are not subject to the one-year compensation ban imposed by the Procurement Integrity Act.
- You did not engage in trade and treaty negotiations as an Agency employee, and, accordingly, will not be subject to the restrictions of 18 U.S.C. 207(b).

(b)(7)(c)

If my understanding of your employment history is incorrect and one of the above statements is not true, the advice provided in this letter may not be accurate and cannot be relied upon. Should my understanding of the facts be in error, please contact me for additional advice based upon corrected information.

You are subject to the post-employment restrictions summarized below. A detailed discussion of each of these restrictions follows.

(b)(7)(c)

Summary of Post-Employment Restrictions

1. You are barred permanently from representing anyone (other than the US Government) before any official or agency of the US Government concerning those particular matters in which you were personally and substantially involved as a federal employee.

2. You are barred for two years from representing anyone (other than the US Government) before any official or agency of the US Government concerning any particular matters that were actually pending under your official responsibility during your last year of government service.

3. You are barred for one year after separation from making any communication or appearance before [redacted] the Central Intelligence Agency seeking official action on behalf of a third party.

(b)(7)(c)

4. You are barred for one year after separation from the Agency from representing, aiding or advising a foreign entity with the intent to influence the United States.

5. You are barred from representing or advising a foreign government or foreign political party for three years after your first separation from the Agency on [redacted]

(b)(7)(c)

Detailed Discussion of Post-Employment Restrictions

Permanent Representation Ban. A federal employee is permanently barred from representing anyone (other than the US Government) before any official or agency of the US Government concerning any particular matter involving a specific party or parties in which the employee was personally and substantially involved as a federal employee. 18 U.S.C. 207(a)(1). This criminal statute is called the "switching sides" or "revolving door" statute.

The most common example of a "particular matter" under the statute would be a contract or a proposal for a contract. A "particular matter" also would include a renewal, extension, or modification of a contract. The prohibition further requires

(b)(7)(c)

that "a specific party or parties" be involved at the time of employee's involvement. General rulemaking usually does not involve a specific party or parties; contracts always involve specific parties.

To participate "personally" generally means to participate directly, although an employee can participate "personally" even though he merely directs a subordinate's participation. To participate "substantially" means that the employee's involvement must have been of significance to the matter, or form a basis for a reasonable appearance of significance. "Personal and substantial" involvement with a contract would include action through decision, approval, disapproval, recommendation, investigation, or the rendering of advice in a particular matter. Further, personal and substantial involvement includes both formal roles in the administration of a contract, such as a COTR or approving contracts, as well as more informal roles, such as supervising a contractor employee or giving award fee input.

All communications and appearances made on behalf of a third party with the intent to influence the federal government are prohibited by the representational ban. The ban, however, does not prohibit limited "behind-the-scenes" involvement on the part of the former government employee in connection with the representation of a third party. Additionally, the ban does not prohibit a former employee from representing him or herself (as distinguished from a corporation or consulting firm) before the federal government, as, for instance, an independent contractor.

To the extent that you were personally and substantially involved in a particular matter, including a contract, you will be permanently banned from representing a third party on that contract.

Two-year Representation Ban. For two years after his government employment ends, a former employee may not represent anyone (other than the US Government) before any official or agency of the US Government concerning any particular matter that the former employee knows or reasonably should know was pending under his official responsibility during the last year of his government employment. 18 U.S.C. 207(a)(2). This ban is identical to the permanent representational restriction

(b)(7)(c)

except that it is of shorter duration and requires only that the former employee have had official responsibility for a matter during his last year of government service, not that he participated personally and substantially in that matter.

A matter was "actually pending" under a former employee's official responsibility if the matter was in fact referred to or under consideration by persons within the employee's area of responsibility. This restriction does not apply unless at the time of the proposed representation of another he knows or reasonably should know that the matter had been under his responsibility during the last year of Agency service.

As with the permanent ban, the restriction applies to communications and appearances on behalf of a third party that are made "with the intent to influence" the federal government, but does not prohibit "behind-the-scenes" activities. Unlike the permanent ban, however, an employee's recusal or lack of participation in a matter does not remove it from his official responsibility.

To the extent that you were not personally and substantially involved in a particular matter, but that matter fell under your official responsibility during your last year of government service, you will be subject to this two-year ban on that matter.

One Year Cooling-Off Period. 18 U.S.C. § 207(c) imposes additional restrictions on senior intelligence officers earning over \$140,216.50 in base pay (which after 11 July 2004 includes locality pay), and, as your base pay will exceed the threshold when you separate, you will be subject to this one-year restriction following your separation from the Agency. Former senior employees subject to Section 207(c) are prohibited for one year after separation from making any communication or appearance on behalf of a third party before the Central Intelligence Agency or any federal agency in which the former employee served in any capacity during his last year of government service seeking official action. Like the permanent and two-year restrictions discussed above, this provision does not prohibit "behind the scenes" assistance to a third party. The restriction, however, does not require the former senior employee to have ever been officially involved in the matter that is the subject of the communication or appearance.

(b)(7)(c)

Unlike the permanent and two-year restrictions, the prohibition applies only to the federal agency or agencies in which the former employee served in any capacity during his last year of government service. In your case, you will be barred from representing any third party before the Central Intelligence Agency. (b)(7)(c)

An opinion issued by the Office of Legal Counsel, US Department of Justice (OLC), determined the conduct of a former senior employee would fall outside of permissible "behind-the-scenes" assistance if the former official intended that information or views conveyed to his former agency by a third party be attributed to him. The OLC opinion lists several examples of the type of indirect communication that may be considered "representing," including when a high-ranking official aggressively publicizes the fact that he is starting a one-man consulting firm, then submits a report to the agency shortly thereafter under the name of that firm.

The Meaning of "Representation". The meaning of the term "representing" in the context of the three representational bans discussed above is very broad. "Representing" includes all communications and appearances made on behalf of a third party with the intent to influence the federal government. It is not limited to lobbying or representing a third party on contract negotiations, for example. Representation need not be on behalf of the original contractor and can include virtually any interaction with other federal employees on behalf of a private employer or individual. If, for instance, as a representative of your new employer, you attend a meeting with any part of the United States Government during which a particular matter in which you were personally and substantially involved is discussed and you offer your opinion on the matter, you would be considered to be "representing" your employer. This would be a violation of the criminal statute.

None of these representational bans prohibit "behind-the-scenes" involvement in a particular matter. This safe harbor allows you to use your expertise and knowledge, but not your influence. As noted above, however, conduct falls outside the scope of permissible "behind-the-scenes" involvement if, for instance, a former government official intends that information conveyed to the federal government by a third party be attributed to him. In other words, you cannot shield yourself

(b)(7)(c)

from criminal liability by interacting with government officials through a third party, including through a business associate, if you intend that the information be attributed to you.

Foreign Entity Restrictions. 18 U.S.C. § 207(f) restricts former senior employees whose base pay (which after 11 July 2004 includes locality pay) is over \$140,216.50 for one year after separation from the Agency from representing, aiding or advising a foreign entity with the intent to influence the United States. A foreign entity is defined as a foreign government or foreign political party. A foreign government includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or any part of such country. It also includes any subdivision of a group and any group or agency to which sovereign de facto or de jure authority or functions are directly or indirectly delegated. The term also includes any faction or body of insurgents within a country assuming to exercise governmental authority, whether such faction or body of insurgents has or has not been recognized by the United States. A foreign commercial corporation will not generally be considered a foreign entity for purposes of 18 U.S.C. § 207(f) unless it exercises the functions of a sovereign. There is no safe harbor for "behind-the-scenes" assistance under 18 U.S.C. 207(f).

Section 402 Three-Year Post-Employment Agreement. Your former position, as [redacted] is a (b)(7)(c) designated position subject to the three-year post-employment agreement required by Congress in Section 402 of the Intelligence Authorization Act of 1997. 50 U.S.C. § 403-4 nt. Pursuant to this Act, you have signed an agreement with the Agency that prohibits you from representing or advising a foreign government or foreign political party for three years after leaving employment at the Agency. (Because you held this designated position within three years of your departure date in 2002, this restriction applies.) This ban does not require the rendering of aid or advice with the intent of influencing the U.S. Government, but applies absent any U.S. interest or involvement in the matter at issue. There is no safe harbor for "behind-the-scenes" assistance under Section 402. As mentioned earlier in this letter, this restriction will run from three

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years from your original departure from the Agency on

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You have asked for detailed advice on this prohibition, specifically whether it applies when a covered former employee is selling goods or services to, but not working directly for, a foreign government. A former employee subject to this restriction would be prohibited from working for a foreign government in any capacity, including as an employee or a contractor. Further, regardless of whether the former employee worked directly for the foreign government, he would be barred from "representing" a foreign government on any matter. (The broad meaning of "representation" discussed above would apply.) The former employee could, however, work for a consultant that advises a foreign government, and even interact directly with the foreign government, so long as the subject of the consultation was not related to any matter within the scope of his government employment. The former employee also could sell goods for his new employer directly to a foreign government, and provide advice on how to use a product, so long as the advice was not related to any matter within the scope of his government employment. As you discussed with John Rizzo during our meeting, a "matter" means any particular matter with specific parties, such as a contract. Therefore, you will not be considered to be in violation of this restriction if you are rendering advice to a foreign government in connection with a sale of goods and services and that advice does not intersect with any matter, including any contract, with which you were involved as a government employee.

Foreign Agents Registration Act of 1938

Although you currently do not anticipate working for foreign governments, political parties or companies, you should familiarize yourself with the requirements of the Foreign Agents Registration Act of 1938 (FARA), 22 U.S.C. 501 et seq., if you wish to explore this possibility in the future. FARA requires a person to register as an "agent of a foreign principal" when he or she acts at the order, request or under the direct control of a foreign principal and engages in certain types of activities. Foreign principals include foreign governments, and partnerships, associations, corporations, organizations, or

(b)(7)(c)

other combinations of persons organized under the law or having their principal place of business in a foreign country.

PARA has a very broad scope and you should ensure that you comply with its registration requirements unless your activities are exempt from the Act. The Office of General Counsel does not make determinations concerning the applicability of the Act. Inquiries regarding PARA should be addressed to: U.S. Department of Justice, Criminal Division, Internal Security Section/Foreign Agents Registration Unit, 10th & Constitution Avenue, N.W., Bond Building - Room 9300, Washington, D.C. 20530. The Unit's telephone number is 202-514-1145; the fax number is 202-514-2836.

I hope that you will find the guidance contained in this letter helpful as you begin your new career. Please remember that this letter only summarizes the relevant statutory provisions. The provisions must be applied to specific facts on a case-by-case basis to determine if particular circumstances fall within the scope of the restrictions. Please contact me if you have any additional questions or concerns. I can be reached at (b)(3) CIAAct

Sincerely,

(b)(3) CIAAct

Ethics Counsel

VICE NEWS

Exhibit D

~~CONFIDENTIAL~~ (b)(7)(c)

(b)(1)
(b)(3) CIAAct
(b)(3) NatSecAct
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(b)(3) NatSecAct

VICE NEWS

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CENTRAL INTELLIGENCE AGENCY
OFFICE OF INSPECTOR GENERAL

MEMORANDUM TO FILE
(CASE CLOSING MEMORANDUM)

I. ADMINISTRATIVE DATA

Case No: (b)(3) CIAAct Case Title: Misuse of Government Systems

Investigator: (b)(3) CIAAct Supervisor: (b)(3) CIAAct

Date Received: 10/31/2012 Date Opened: 11/13/2012

Date Assigned: 11/13/2012 Case Type: SR

(b)(3) CIAAct
(b)(7)(c)
(b)(7)(d)

II. SUMMARY OF INVESTIGATIVE ACTIONS

~~(S//NF)~~ On 31 October 2012, [redacted] Directorate of Support, Office of Security (OS) [redacted] contacted OIG and advised that [redacted] misused government systems by conducting unauthorized, non-official searches on sensitive Agency databases. According to [redacted] warned [redacted] on more than one occasion to cease [redacted] behavior, but [redacted] continued to conduct unauthorized, non-official searches.

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(b)(3) CIAAct
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(b)(3) NatSecAct

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(b)(3) CIAAct
(b)(3) NatSecAct
(b)(7)(c)
(b)(7)(e)

(U) This matter was briefed telephonically to Assistant United States Attorney (b)(6) Eastern District of Virginia, on 3 January 2013, and received a verbal declination at the conclusion of the briefing.

~~(S//NF)~~ On 16 January 2013, a PEB was held for
(b)(3) CIAAct Special Activities Staff,
(b)(7)(c) the PEB recommended that be separated from the (b)(3) CIAAct
Agency and clearances revoked. (b)(7)(c)

(b)(7)(c) ~~(S//NF)~~ (b)(3) CIAAct resigned (b)(7)(c)
position with the Agency. (b)(7)(c)

III. FINDINGS

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(b)(3) CIAAct
(b)(3) NatSecAct
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**Office of Inspector General
Investigations Staff**

~~SECRET//NOFORN~~

Case Closing Memorandum

I. Administrative Data

Case No.:	(b)(3) CIAAct	Case Title:	Review of Qui Tam Allegations from DoD
Investigator:	SA (b)(3) CIAAct	Supervisor:	SAC (b)(3) CIAAct
Date Received:	3 September 2012	Date Opened:	19 September 2012
Date Assigned:	3 September 2012	Case Type:	Preliminary Investigation

II. Summary of Investigative Actions

1. Department of Justice (DoJ) Civil Litigation Division forwards to CIA Office of the Inspector General – Investigations Staff (OIG INV) “courtesy copies” of qui tam allegations against contractors with the Department of Defense (DoD). As many contractors with the DoD can also be contractors with the CIA, each allegation is evaluated for potential nexus with the CIA. If a potential nexus exists, it is evaluated for further investigation and determination if a joint investigation is to be pursued.

III. Findings

2. This matter was considered a proactive approach to identifying potential civil false claims violations (31 U.S.C. § 3729) which may also affect the CIA.

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(b)(3) NatSecAct

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3. From the opening of this proactive inquiry, allegations from DoJ were reviewed.

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(b)(3) NatSecAct

Of those contractors determined to have contracts with the CIA, no information had been uncovered that CIA is affected by the allegations in the corresponding qui tam.

4. This matter is being closed in favor of other more appropriate means of documenting the proactive activities from this initiative. Future review and research will be documented via MOIA. Should additional information be developed, INV may consider reopening the matter or separate

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Page 1 of 2

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(b)(3) NatSecAct

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~~SECRET//NOFORN~~**Case Closing Memorandum**

investigation if future qui tam allegations under this proactive initiative with a potential CIA nexus are determined.

IV. Review and Approval

Case Closing Memo submitted by Investigator to Supervisor:

(b)(3) CIAAct

26 Apr 13

(Sign / Date)

Case Closing Memo approved by Supervisor:

(b)(3) CIAAct

26 May 13

(Sign / Date)

VICE NEWS

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Page 2 of 2~~SECRET//NOFORN~~

TO: ~~SECRET~~ // [REDACTED]

(b)(1)

(b)(3) NatSecAct

**Office of Inspector General
Investigations Staff**

Case Closing Memorandum

I. Administrative Data

Case No.: [REDACTED] (b)(3) CIAAct
 Case Title: Classified Information Leaked to [REDACTED] Army Officials (b)(3) NatSecAct
 Investigator: SA [REDACTED] Supervisor: SAC [REDACTED] (b)(3) CIAAct
 Date Received: 10 July 2013 Date Opened: 11 July 2013
 Date Assigned: 11 July 2013 Case Type: Preliminary Investigation

II. Summary of Investigative Actions

1. (U//~~FOUO~~) On 10 July 2013, [REDACTED]

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[REDACTED] sent a Lotus Note notifying this office of a possible leak of classified information. The Lotus Note references an [REDACTED] intelligence report [REDACTED]

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NatSecAct
(b)(3) CIAAct

(b)(3) CIAAct

2. (U//~~FOUO~~) On 11 July 2013, at the direction of SAC [REDACTED] SA [REDACTED] and ASAC [REDACTED] met with [REDACTED] who was unable to provide additional information. [REDACTED] does not work on any matter related to the information provided in the [REDACTED] report, nor is any of the reported subject matter in [REDACTED] area of expertise. [REDACTED] stated [REDACTED] was simply concerned by the implication of a highly placed US official leaking classified information to the [REDACTED] Army and wanted to make sure the report was forwarded to the appropriate investigative authority.

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CIAAct

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(b)(1) NatSecAct

3. (TS/ [REDACTED])

[REDACTED] found the identical report referenced in [REDACTED] Lotus Note. The distribution list for the report includes the Justice Department.

(b)(3) CIAAct

(b)(3) NatSecAct

(b)(3) CIAAct

(b)(7)(e)

(b)(7)(d)

III. Findings

4. (TS/ [REDACTED])

[REDACTED] Further, the Justice Department, which would be the appropriate investigative authority in this matter, was included on the report's distribution list. Therefore, this matter is being closed. Should additional information be developed, INV may consider reopening the investigation.

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(b)(3) CIAAct

(b)(3) NatSecAct

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(b)(7)(e)

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(b)(3) NatSecAct

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(b)(3) NatSecAct

TO: ~~SECRET~~ / [REDACTED] (b)(1)
Case Closing Memorandum (b)(3) NatSecAct

IV. Review and Approval

Case Closing Memo submitted by Investigator to
Supervisor:

(b)(3) CIAAct

07/17/2013
(Sign / Date)

Case Closing Memo approved by Supervisor:

(b)(3) CIAAct

18 July 2013
(Sign / Date)

VICE NEWS

~~TOP SECRET~~ / [REDACTED] (b)(1)
(b)(3) NatSecAct

INV-201
Page 2 of 2

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**Office of Inspector General
Investigations Staff**

Case Closing Memorandum

I. Administrative Data

Case No.:	(b)(3) CIAAct	Case Title:	(U// FOUO) Alleged Misuse of Agency Credential by Former Officer (b)(7)(c)
Investigator:	SA (b)(3) CIAAct	Supervisor:	SAC (b)(3) CIAAct
Date Received:	18 March 2013	Date Opened:	18 March 2013
Date Assigned:	18 March 2013	Case Type:	Preliminary Investigation

II. Summary of Investigative Actions

(b)(3) CIAAct

(b)(3) CIAAct 1. (C) On 8 March 2013, the CIA Counterintelligence Center (CIC), (b)(3) CIAAct notified the Office of Inspector General (OIG), via Lotus Note, that the US Department of Homeland Security, US Immigration and Customs Enforcement, Homeland Security Investigations (HSI), (b)(7)(c) located in Indianapolis, Indiana, intercepted \$185,070 in cash that was being sent via FedEx from South Carolina to California.¹ The recipient of the cash was (b)(7)(c) a former (b)(7)(c) officer. HSI is seeking to determine if the cash is connected to an illegal activity. HSI reported (b)(3) CIAAct that (b)(7)(c) told HSI (b)(7)(c) was receiving the cash from (b)(7)(c) for a (b)(7)(c) company. HSI further reported that, in an attempt to reclaim the cash that HSI confiscated, (b)(7)(c) attorney sent HSI scanned copies of (b)(3) CIAAct CIA (b)(3) CIAAct Special Agent (SA) badge and credential, and a CIA Earnings and Leave (E&L) statement. HSI reported that it considered this to be an administrative matter. (b)(3) CIAAct (b)(7)(c) CIC (b)(7)(c) advised OIG that (b)(3) CIAAct was a person of interest regarding the source of the cash and that (b)(3) CIAAct CIC (b)(3) CIAAct was seeking any background information on (b)(7)(c) that OIG could provide regarding a separate investigation of (b)(3) CIAAct that OIG completed in 2012.² (b)(3) CIAAct (b)(7)(c)

² (C) (b)(3) CIAAct was the subject of an OIG investigation (b)(3) CIAAct that resulted in the convening of a Personnel Evaluation Board (PEB) on 27 June 2012. The PEB resulted in (b)(7)(c) being terminated from the CIA on (b)(7)(c)

(b)(3) CIAAct
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(b)(3) CIAAct

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Page 1 of 3

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(b)(3) NatSecAct

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~~SECRET//NOFORN~~**Case Closing Memorandum**

(b)(3) CIAAct

(b)(7)(c)

(b)(3) CIAAct (b)(7)(c)

(b)(3) CIAAct
(b)(7)(c)

2. (U//~~FOUO~~) On 18 March 2013, OIG opened a preliminary investigation to determine the circumstances surrounding [] apparent possession and possible misuse of [] CIA [] SA badge and credential. On 28 March 2013, OIG met with CIC [] and provided an overview of OIG's earlier investigation of []. On 8 April 2013, OIG seized [] original two CIA [] SA badges and one credential from the OS Badge Office and placed the items into evidence.³ The Badge Office advised that [] surrendered the SA badges and credential to the Badge Office on 26 May 2011. On 2 May 2013, OIG obtained copies of the CIA Special Agent Shield Acceptance Form and the Special Agent Credential Acceptance Form that [] executed on 29 August 2007 when [] was issued the badges and credential.

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(b)(7)(c)

3. (U//~~FOUO~~) On 10 April 2013, OIG met with HSI in Indianapolis to discuss HSI's investigation. HSI advised that it intercepted, and confiscated, the shipment of cash totaling \$185,070 at the Indianapolis International Airport, where HSI operates a counterdrug operation, after a specially trained dog sniffed the odor of narcotics on the package containing the cash. HSI was subsequently contacted by [] who identified [] as the shipper of the package. HSI advised [] that [] would have to provide documentation regarding the source of the \$185,070 because the method [] used to ship the cash made it appear that the cash had been illegally generated. Soon thereafter, an attorney, obtained by [] to assist in retrieving the cash, contacted HSI and emailed scanned black and white copies of [] CIA [] SA badge and credential, as well as three CIA E&L statements, to HSI for the purpose of substantiating [] earlier assertion to HSI that [] was a former employee of the CIA. HSI advised [] that, in accordance with HSI policy, unless [] petitioned the relevant court for return of the cash, the cash would be forfeited. HSI said it would not interview relevant individuals unless [] petitioned the court. HSI provided OIG with a copy of its investigative file, which OIG received on 19 April 2013.

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CIAAct(b)(7)(c)
(U//~~FOUO~~)

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CIAAct

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(b)(7)(c)(b)(3) CIAAct
(b)(7)(c)(b)(3) CIAAct
(b)(7)(c)

4. (U//~~FOUO~~) On 7 May 2013, HSI advised OIG that [] subsequently filed a Seized Asset Claim Form requesting that the case be referred for federal court action. HSI advised that it will commence interviewing relevant individuals. HSI still considers the matter to be administrative and not a criminal proceeding.

(b)(3) CIAAct
(b)(7)(c)**III. Findings**

(b)(3) CIAAct

(b)(7)(c)

(b)(7)(c)

(b)(7)(c)

5. (U//~~FOUO~~) [] surrendered [] two CIA [] SA badges and one credential before being terminated by the Agency. However, it appears that, before surrendering these items, [] made

(b)(3)

CIAAct

(b)(7)(c)

(b)(3) CIAAct

(b)(7)(c)

20 November 2012 for misuse of a government vehicle, voucher fraud, and accepting gifts from a contractor. The Department of Justice declined prosecution of [] on 18 March 2011. [Agent's Note: On 2 May 2013, [] OS, advised OIG that [] PEB did not result in the revocation of [] clearances and accesses because revocation could not be supported by the applicable Intelligence Community (IC) Policy Guidance. In addition, [] advised that Scattered Castles, the IC database containing the clearance and access status of individuals throughout the IC, reflects [] as being debriefed of [] clearance and accesses, but not that [] was terminated from CIA. Furthermore, the database does not reflect an alert, referred to as "red flagged," that CIA should be contacted before any clearance and access action is undertaken by another IC agency.]

(b)(3)

CIAAct

(b)(7)(c)

(b)(3)

CIAAct

(b)(3) CIAAct

(b)(7)(c)

³ (U//~~FOUO~~) [] was issued two identical CIA [] SA badges and one credential with the same identification number. One badge was affixed to the credential holder and the other badge was affixed to a belt holder.

(b)(7)(c)

(b)(3) CIAAct

(b)(7)(c)

(b)(3) CIAAct
(b)(7)(c)INV-201
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**Office of Inspector General
Investigations Staff**

Case Closing Memorandum

I. Administrative Data

Case No.:	[redacted] (b)(3) CIAAct	Case Title:	Counterfeiting of CIA Credentials
Investigator:	SA [redacted] (b)(3) CIAAct	Supervisor:	SAC [redacted] (b)(3) CIAAct
Date Received:	31 May 2013	Date Opened:	3 June 2013
Date Assigned:	3 June 2013	Case Type:	Full Investigation

II. Summary of Investigative Actions

1. (U//FOUO) On 6 February 2013, the Naval Criminal Investigative Service (NCIS) received information that a civilian, [redacted] DOB [redacted] was in possession of multiple forms of false government credentials. In March 2013, NCIS obtained a search warrant through the Eastern District of Virginia (EDVA), US Attorney's Office, and executed that warrant on the [redacted] residence located at [redacted] Pursuant to the search, NCIS seized two government badges, one NCIS Special Agent badge and one CIA Special Agent badge. (b)(6)

(b)(3) CIAAct 2. (C) On 31 May 2013, the Chief, Counterintelligence Center [redacted] (b)(3) CIAAct (CIC [redacted]) notified the Office of Inspector General (OIG) of the NCIS activity pertaining to [redacted] (b)(6) [redacted] OIG opened an investigation into the matter. OIG evaluated the authenticity of the CIA Special Agent badge seized by NCIS and, through coordination with the Office of Security and the Global Deployment Center (GDC), determined the CIA badge seized by NCIS was not authentic. In addition to evaluating the authenticity of the badge, OIG investigated any ties between [redacted] (b)(6) [redacted] and the CIA.

III. Findings

(b)(6) 1. (U//FOUO) The OIG investigation determined that the CIA Special Agent badge possessed by [redacted] was not authentic but did represent a similar appearance to the official CIA OIG Special Agent badge. The investigation also determined that [redacted] did not have any official ties to the CIA. (b)(6)

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[redacted] (b)(3) NatSecAct

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~~CONFIDENTIAL~~Case Closing Memorandum

(b)(6)

(b)(6)

(b)(6)

2. (U//~~FOUO~~) On 1 July 2013, Special Assistant US Attorney (SAUSA) [redacted] EDVA, accepted this case for prosecution. On [redacted] the criminal information was filed citing two misdemeanor counts of violating 18 U.S.C. § 701 (False Federal Badge). On 6 September 2013, [redacted] pled guilty to two counts of possession of badges that were of a colorable imitation to those of the CIA Office of Inspector General and Naval Criminal Investigative Service. He was subsequently sentenced to six months of probation, a \$300.00 fine, 25 hours of community service and a \$20.00 special assessment.

(b)(6)

3. (U//~~FOUO~~) (U) An Agency Request or Notification Memorandum (ARNM) will be prepared for the D/OS for informational purposes.

4. (U//~~FOUO~~) Based upon the successful prosecution of the case by EDVA, OIG considers this matter closed.

IV. Review and Approval

Case Closing Memo submitted by Investigator to Supervisor:

(b)(3) CIAAct

(Sign / Date)

17 SEPT 2013

Case Closing Memo approved by Supervisor:

(b)(3) CIAAct

(Sign / Date)

17 Sep 2013

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**Office of Inspector General
Investigations Staff**

Case Closing Memorandum

I. Administrative Data

Case No.:	(b)(3) CIAAct	Case Title:	Use of Gov Sys to Order Steroids
Investigator:	SA (b)(3) CIAAct	Supervisor:	SAC (b)(3) CIAAct
Date Received:	23 August 2013	Date Opened:	23 August 2013
Date Assigned:	29 August 2013	Case Type:	Preliminary Investigation (b)(1)

II. Summary of Investigative Actions

(b)(3) CIAAct

(b)(3) CIAAct

(b)(7)(c)

(b)(3) NatSecAct

(b)(7)(c)

1. ~~(S//NF)~~ On 23 August 2013, Office of Inspector General (OIG) Assistant Special Agent in Charge (ASAC) [redacted] reviewed the [redacted] logfiles for [redacted]. During his review ASAC [redacted] discovered that on 14 August 2013, IP address [redacted] ordered a product called Var 10 from [redacted]. On 15 August 2013, the same IP address ordered a product called AnVar 10 from [redacted]. Review of the IP address demonstrated its association with [redacted].

(b)(3) CIAAct

(b)(1)

(b)(3) CIAAct

(b)(3) NatSecAct

(b)(7)(c)

2. ~~(U//FOUO)~~ On 23 August 2013, the OIG initiated a preliminary investigation (PI) into the matter. During the course of the PI the reporting agent reviewed the websites and the specific items ordered. The websites identify on the homepage of each that the sites "are offering this very strong alternative to the highly toxic drug listed at the top of the page." [redacted] identifies Var 10 as associated with the drug oxantrione. A review of the ingredient label for AnVar 10 demonstrated the ingredients as primarily arginine hydrochloride (HCL), multiple amino acids, and vitamin B-6.

(b)(7)(c)

III. Findings

3. ~~(U//FOUO)~~ The OIG Investigation determined that the products ordered by IP address [redacted] were not schedule III controlled substances. Neither the products nor their ingredients are listed in 21 USC § 802(41)(A) Definitions for steroid associated controlled substances. The investigation also notes that the sites identify that these substances are not "drugs" and are alternatives to actual steroids. This matter is considered closed by OIG.

IV. Review and Approval

Case Closing Memo submitted by Investigator to Supervisor:

(b)(3) CIAAct

(Sign / Date)

Case Closing Memo approved by Supervisor:

(b)(3) CIAAct

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(b)(3) NatSecAct

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**Office of Inspector General
Investigations Staff**

Case Closing Memorandum

I. Administrative Data

(b)(3) CIAAct

Case No.:	(b)(3) CIAAct	Case Title:	(S/NF) Alleged War Crimes by (b)(1) Agency Personnel (b)(3) NatSecAct
Investigator:	SA (b)(3) CIAAct	Supervisor:	SAC (b)(3) CIAAct
Date Received:	16 June 2010	Date Opened:	16 June 2010
Date Assigned:	9 October 2012	Case Type:	FI

II. Summary of Investigative Actions

(b)(1)	1. (S//NF) On 14 June 2010, the Naval Criminal Investigative Service (NCIS) notified		(b)(1)
(b)(3) NatSecAct	the CIA of a [redacted] referral NCIS received, which alleged	(b)(3) NatSecAct	
(b)(7)(d)	war crime violations by Agency officers [redacted] The referral included a partial, and	(b)(1)	
(b)(1)	redacted, investigative report prepared by [redacted]	(b)(3)	
(b)(3) NatSecAct	[redacted] which alleged misconduct by an Agency officer. OIG initiated an investigation on 16	NatSecAct	
(b)(7)(d)	June 2010.	(b)(7)(d)	

(b)(1)
(b)(3) NatSecAct
(b)(7)(c)
(b)(7)(d)

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(b)(3) NatSecAct

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(b)(3) NatSecAct

(b)(3) NatSecAct

~~SECRET~~~~NOFORN~~**Case Closing Memorandum**

(b)(1)
(b)(3) CIAAct
(b)(3) NatSecAct
(b)(7)(c)

4. ~~(U//FOUO)~~ On 24 June 2010, OIG referred this matter to the Department of Justice (DOJ) Human Rights and Special Prosecutions Section (HRSP). HRSP declined prosecution of this matter on 3 August 2012, and OIG continued an administrative investigation to determine if Agency policies were violated regarding the alleged incidents.

(b)(1)
(b)(3) CIAAct
(b)(3) NatSecAct
(b)(7)(c)

III. Findings

9. ~~(S//NF)~~ The investigation by OIG did not uncover any evidence to substantiate the ~~(b)(7)(d)~~ allegations that ~~(b)(7)(d)~~ or any other Agency staff or contractor employee, violated the rules of engagement or otherwise unlawfully killed anyone during the assault operations examined during the course of this investigation.

(b)(1)
(b)(3) CIAAct
(b)(3) NatSecAct
(b)(7)(c)

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(b)(3) NatSecAct

(b)(3) NatSecAct

~~SECRET~~~~NOFORN~~**Case Closing Memorandum**

10. (U//~~FOUO~~) An Action Request or Notification Memorandum (ARNM) will be submitted to the Executive Director, and the Director of the National Clandestine Service with no response required. The matter is considered closed by OIG.

IV. Review and Approval

Case Closing Memo submitted by Investigator to Supervisor:

(b)(3) CIAAct

(Sign / Date)

14 Nov 13

Case Closing Memo approved by Supervisor:

(b)(3) CIAAct

(Sign / Date)

14 Nov 2013

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(b)(3) NatSecAct

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~~SECRET~~~~NOFORN~~

**Office of Inspector General
Investigations Staff**

Case Closing Memorandum

I. Administrative Data

Case No.:	(b)(3) CIAAct	Case Title:	Alleged Abuse of Detainee by (b)(1)
Investigator:	SA (b)(3) CIAAct	Supervisor:	ASAC (b)(3) CIAAct
Date Received:	16 October 2013	Date Opened:	22 October 2013
Date Assigned:	16 October 2013	Case Type:	Preliminary Investigation

II. Summary of Investigative Actions

1. (S//NF) On 15 October 2013, the

(b)(1) notified the Office of Inspector General (OIG) about an alleged physical abuse involving (b)(1)
(b)(3) NatSecAct detainees (b)(3) CIAAct
(b)(3) NatSecAct (b)(7)(c)
(b)(7)(d)

(b)(1)
(b)(3) CIAAct
(b)(3) NatSecAct
(b)(7)(c)
(b)(7)(d)

(b)(1)
(b)(3) NatSecAct

3. (S//NF) On 22 October 2013, OIG initiated an investigation into the matter. Based on a request (b)(1)
OIG coordinated investigative efforts (b)(1)

(b)(1) who was tasked (b)(1) to conduct a preliminary inquiry into (b)(3) NatSecAct
(b)(3) CIAAct the matter.
(b)(3) NatSecAct
(b)(7)(c)

(b)(1)
(b)(3) CIAAct
(b)(3) NatSecAct
(b)(7)(c)

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(b)(3) NatSecAct

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(b)(3) NatSecAct

~~SECRET~~~~NOFORN~~**Case Closing Memorandum**

(b)(1)
(b)(3) CIAAct
(b)(3) NatSecAct
(b)(7)(c)
(b)(7)(d)

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~~SECRET~~~~NOFORN~~

(b)(3) NatSecAct

(b)(3) NatSecAct

~~SECRET~~~~NOFORN~~

(b)(1)

(b)(3) CIAAct

(b)(3) NatSecAct

(b)(7)(c)

(b)(7)(d)

Case Closing Memorandum**III. Findings**

(b)(7)(c)

10. ~~(S//NF)~~ The information obtained during the course of this investigation did not substantiate any misconduct or physical abuse by CIA officers. During an interview with OIG, clarified, corrected, or recanted all of prior admissions related to knowledge of physical abuse of detainees.

(b)(7)(c)

(b)(7)(d)

(b)(1)

(b)(3) CIAAct

(b)(3) NatSecAct

(b)(7)(c)

(b)(7)(d)

(b)(1)

(b)(3) CIAAct

(b)(3) NatSecAct

(b)(7)(c)

12. ~~(U//AFO)~~ An Action Request or Notification Memorandum (ARNM) will be forwarded to the Director of National Clandestine Service and to the Director of the Counterterrorism Center for informational purposes.

13. ~~(U//FOUO)~~ This matter is considered closed by OIG.

IV. Review and Approval

Case Closing Memo submitted by Investigator to Supervisor:

(b)(3) CIAAct

(Sign / Date)

14 JAN 2014

Case Closing Memo approved by Supervisor:

(b)(3) CIAAct

(Sign / Date)

15 JAN 2014

~~SECRET~~~~NOFORN~~

(b)(3) NatSecAct

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DIR/OIG- (b)(3) CIAAct
25 April 2014MEMORANDUM FOR: Director of the National Clandestine Service
Chief Information Officer
Director of SecurityFROM: (b)(3) CIAAct
Assistant Inspector General for InvestigationsSUBJECT: ~~(S//NF)~~ Alleged Abuse and Misconduct by CIA
Officer Involving Domestic Help (b)(3) CIAAct(b)(1)
(b)(3)
NatSecAct(b)(7)(d) 1. ~~(S//NF)~~ On 25 March 2013, (b)(7)(d) notified the Office of
Inspector General (OIG) that Agency staff employee(b)(1)
(b)(3) CIAAct
(b)(3)
NatSecAct
(b)(7)(c)
(b)(3)
NatSecAct (c)(b)(1)
(b)(3) NatSecAct (b)(7)(c)
(b)(1)
(b)(3) NatSecAct the alleged that spouse, abused illegal drugs and also abused their children. That investigation is now complete, and this matter is being referred to you for information only.(b)(1)
(b)(3) CIAAct
(b)(3)
NatSecAct
(b)(1)
(b)(3)
CIAAct
(b)(3)
NatSecAct
(b)(7)(c)(b)(1)
(b)(3) CIAAct
(b)(3) NatSecAct
(b)(7)(c) 2. ~~(S//NF)~~ The OIG investigated this allegation of
child abuseAlso,
the Office of Medical Services (OMS) contributed to the
investigation with interviews and medical support, and family
assessments.3. ~~(S//NF)~~(b)(1)
(b)(3) CIAAct
(b)(3) NatSecAct
(b)(7)(c)

(b)(3) NatSecAct

SECRET//NOFORN

~~SECRET//NOFORN~~(b)(1)
(b)(3) CIAAct
(b)(3) NatSecActSUBJECT: ~~(S//NF)~~ Alleged Abuse and Misconduct by CIA Officer
Involving Domestic Help [redacted](b)(1)
(b)(3) CIAAct
(b)(3) NatSecAct
(b)(7)(c)(b)(1)
(b)(3) CIAAct
(b)(3) NatSecAct
(b)(7)(c)[redacted] In the absence of additional leads or information, the
alleged child abuse investigation is closed. (b)(7)(c)

(b)(7)(c)

4. ~~(S//NF)~~ Separately, there was an allegation by the [redacted] (b)(7)(c) was mistreating [redacted] by not paying adequate wages, forcing long work hours, and making threats to have family members, who reside in [redacted] killed. During a joint OIG [redacted] interview of [redacted], [redacted] admitted paying the \$470 per month instead of the required \$1,000 per terms of the contract; however, [redacted] denied that [redacted] made threats to the [redacted] family or that [redacted] used illegal drugs.

(b)(1)
(b)(3) NatSecAct
(b)(1)
(b)(3) CIAAct
(b)(3) NatSecAct
(b)(7)(c)(b)(1)
(b)(3)
CIAAct
(b)(3)
(NatSecAct
(b)(7)(c)
NatSecAct
(b)(1)
(b)(3)
NatSecAct

Separately, a joint OIG [redacted] interview was conducted of [redacted] and [redacted] admitted paying only \$400 per month to the [redacted]. Additionally, [redacted] admitted that [redacted] uses marijuana and that some marijuana was present in [redacted] home but that [redacted] had no knowledge of the illegal drug use by [redacted] until [redacted] recently informed [redacted] that [redacted] used marijuana. On 27 September 2013, the Department of Justice declined prosecution pertaining to the alleged human trafficking allegations.

(b)(1)
(b)(3) NatSecAct

5. (U//~~FOUO~~) This Office considers the matter closed and plans to take no further action. This information is provided to you for informational purposes. No response is required. The OIG point of contact is Special Agent [redacted] (b)(7)(c). This information is also being provided to the Director of Office of Medical Services for informational purposes.

(b)(1)
(b)(3)
CIAAct
(b)(3)
NatSecAct
(b)(7)(c)

6. (U//~~FOUO~~) This Memorandum contains information protected by the Privacy Act. You should consult with the Office of General Counsel prior to further dissemination to ensure compliance with the Privacy Act.

Signed by [redacted]
[redacted]

(b)(3) CIAAct

cc: D/OMS

~~SECRET//NOFORN~~

~~SECRET//NOFORN~~

(b)(1)
(b)(3) CIAAct
(b)(3) NatSecAct

SUBJECT: ~~(S//NF)~~ Alleged Abuse and Misconduct by CIA Officer
Involving Domestic Help [REDACTED]

(b)(3) CIAAct

(08 April 14)

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DIR/OIG- (b)(3) CIAAct
25 April 2014

MEMORANDUM FOR: Director of Security
FROM: (b)(3) CIAAct
Assistant Inspector General for Investigations
SUBJECT: ~~(C//NF)~~ Allegation of Misconduct by Polygraph
Examiner (b)(3) CIAAct

(b)(1)
(b)(3) CIAAct
(b)(3) NatSecAct
(b)(7)(c)

(b)(1)
(b)(3) CIAAct
(b)(3) NatSecAct
(b)(7)(c)

1. ~~(C//NF)~~ On 21 October 2013, the OIG commenced an investigation relating to an allegation of misconduct by a polygraph examiner. That investigation is now complete, and this matter is being referred to you for information only. (b)(3) CIAAct

2. ~~(C//NF)~~ The OIG's investigation determined that polygraph examiner [redacted] repeatedly used techniques that violated [redacted]'s policies and guidelines. [redacted] admitted to using improper techniques in an effort to highlight [redacted] performance with [redacted] supervisors. [redacted] claimed that two of [redacted] supervisors were aware of and approved of these techniques; however, there was no evidence to substantiate supervisor approval of the unauthorized techniques. (b)(7)(c)

(b)(1)
(b)(3) CIAAct
(b)(3) NatSecAct
(b)(7)(c)

(b)(3) CIAAct

3. (U//FOUO) This matter was referred to the Department of Justice (DOJ) for criminal prosecution. DOJ declined criminal prosecution in lieu of administrative action by the Agency. This Office considers the matter closed and plans to take no further action. This information is provided to you for informational purposes. No response is required. The OIG point of contact is Special Agent [redacted]. (b)(7)(c)

(b)(3) CIAAct

4. (U) This Memorandum may contain information protected by the Privacy Act. You should consult with the Office of General Counsel prior to further dissemination to ensure compliance with the Privacy Act.

(b)(3) NatSecAct

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~~CONFIDENTIAL//NOFORN~~

SUBJECT: ~~(C//NF)~~ Allegation of Misconduct by Polygraph
Examiner [redacted] (b)(3) CIAAct

Signed by [redacted]
[redacted]

(b)(3) CIAAct

~~CONFIDENTIAL//NOFORN~~

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SUBJECT: ~~(C//NF)~~ Allegation of Misconduct by Polygraph
Examiner (b)(3) CIAAct

(b)(3) CIAAct

(17 April 14)

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~~CONFIDENTIAL//NOFORN~~

~~CONFIDENTIAL~~

**Office of Inspector General
Investigations Staff**

Case Closing Memorandum

I. Office of Inspector General (OIG) Administrative Data

(b)(3) CIAAct

Case No.:	<u> </u>	Case Title:	<u>Alleged Misconduct by Polygraph Examiner</u>
(b)(3) CIAAct Investigator:	<u>SA <u> </u></u>	Supervisor:	<u>SAC <u> </u> (b)(3) CIAAct</u>
Date Received:	<u>21 October 2013</u>	Date Opened:	<u>21 October 2013</u>
Date Assigned:	<u>5 November 2013</u>	Case Type:	<u>Preliminary Investigation</u>

II. Summary of Investigative Actions

1. (C) On 21 October 2013, the Office of Security's Personnel Security Group, (b)(3) CIAAct notified the Office of Inspector General (OIG) of alleged misconduct by polygraph examiner (b)(3) CIAAct (b)(3) CIAAct alleged that (b)(3) CIAAct had deviated from acceptable (b)(1) polygraph procedures, which resulted in a breach of professional responsibility. (b)(3) CIAAct (b)(3) CIAAct discovered the allegations after an applicant challenged a statement from a polygraph report, which (b)(3) CIAAct disqualified the applicant from CIA employment. Upon notification by (b)(3) CIAAct (b)(3) CIAAct initiated a review of the applicant's polygraph examination conducted by (b)(3) CIAAct NatSecAct (b)(7)(c) The internal review determined that (b)(3) CIAAct final report on the applicant was inaccurate. (b)(7)(c) (b)(3) CIAAct As per (b)(3) CIAAct protocol, the (b)(3) CIAAct initiated a quality control review of (b)(3) CIAAct cases. (b)(1) (b)(3) CIAAct Based upon these conclusions, the matter was referred to OIG by the Office of (b)(3) CIAAct Security and a Personnel Evaluation Board (PEB) was convened for (b)(3) CIAAct NatSecAct (b)(7)(c) 2. (C) On 21 October 2013, OIG initiated a preliminary investigation on the matter. (b)(3) CIAAct provided OIG investigators with several briefings, which (b)(1) provided a basic comprehension of the technical aspects related to polygraph exams. (b)(3) CIAAct also (b)(3) CIAAct provided OIG with a summary of internal reviews conducted on (b)(3) CIAAct polygraph exams, (b)(3) CIAAct rebuttal to the PEB allegations, PEB briefing notes, and a review of the (b)(3) CIAAct (b)(3) CIAAct as related to the allegations). (b)(7)(c) 3. (C) Senior Polygraph Examiner (b)(3) CIAAct were interviewed during this investigation (b)(3) CIAAct denied claims by (b)(3) CIAAct that they had approved (b)(7)(c) improper use of polygraph techniques. (b)(7)(c) (b)(3) CIAAct (b)(7)(c)

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(b)(3) NatSecAct

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~~CONFIDENTIAL~~**Case Closing Memorandum**

(b)(1)
(b)(3) CIAAct
(b)(3) NatSecAct
(b)(7)(c)

4. ~~(C)~~ On 30 October 2013, a Personnel Evaluation Board (PEB) convened in relation to the allegations against [redacted] presented [redacted] (b)(3) CIAAct findings to the board. The PEB recommended termination of employment and revocation of clearances for [redacted]. The PEB was conducted independently and separate from the OIG investigation.

(b)(1)
(b)(3) CIAAct
(b)(3)
NatSecAct
(b)(7)(c)

III. Findings

5. (U//~~FOUO~~) On 18 February 2014, OIG referred this matter to the Department of Justice (DOJ), Eastern District of Virginia, US Attorney's Office (AUSA [redacted] (b)(6)). DOJ declined prosecution in lieu of administrative action by the Agency.

(b)(1)
(b)(3) CIAAct
(b)(3)
NatSecAct
(b)(7)(c)

(b)(1)
(b)(3) CIAAct
(b)(3) NatSecAct
(b)(7)(c)

6. ~~(C)~~ On 28 February 2014, OIG conducted an interview with [redacted] admitted to repeatedly using techniques that violated (b)(3) CIAAct policies and guidelines. [redacted] said [redacted] use of these techniques contributed to [redacted] high closure rate, which [redacted] supervisors viewed as a positive. [redacted] said [redacted] wanted to receive positive feedback from [redacted] supervisors and believed that these techniques allowed [redacted] to stand out from the rest of the polygraph examiners. [redacted] reiterated many of the statements made in [redacted] rebuttal memorandum to the PEB allegations.

(b)(1)
(b)(3) CIAAct
(b)(3) NatSecAct
(b)(7)(c)

(b)(7)(c) (b)(7)(c) (b)(7)(c)

(b)(1)
(b)(3) CIAAct
(b)(3)
NatSecAct
(b)(7)(c)

(b)(1)
(b)(3) CIAAct
(b)(3) NatSecAct
(b)(7)(c)

7. (U//~~FOUO~~) An Action Request or Notification Memorandum (ARNM) will be forwarded to the Director of Security.

IV. Review and Approval

Case Closing Memo submitted by Investigator to Supervisor:

(b)(3) CIAAct

9 April 2014

Case Closing Memo approved by Supervisor:

(b)(3) CIAAct

10 April 2014

~~CONFIDENTIAL~~

**Office of Inspector General
Investigations Staff****Memorandum of Investigative Activity (MOIA)**

Case No.:	(b)(3) CIAAct	Case Title:	Alleged Misconduct by Polygraph Examiner
Investigator:	(b)(3) CIAAct	Activity:	Source Review
Date of Activity:	11 April 2014	Date Prepared:	11 April 2014
Location:	(b)(3) CIAAct		
MOIA prepared by:	(b)(3) CIAAct		

1. (U//~~FOUO~~) On this date, I completed a source review of the case closing memo for OIG Case (b)(3) CIAAct

(b)(3) CIAActestigator

(b)(3) CIAAct

11 April 14

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**Office of Inspector General
Investigations Staff**

Case Closing Memorandum

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I. Administrative Data

Case No.: (b)(3) CIAAct Case Title: (U) Former Agency Officer Alleges Retaliation
Investigator: (b)(3) CIAAct Supervisor: (b)(3) CIAAct
Date Received: 09/26/2011 Date Opened: 09/26/2011
Date Assigned: 09/26/2011 Case Type: FI (b)(3) CIAAct
(b)(6)
(b)(7)(c)

II. Summary of Investigative Actions

1. (S//NF) On (b)(3) CIAAct (b)(6) a former Agency Staff officer (b)(1)
(b)(3) CIAAct served from (b)(7)(c) alleged that the Agency took (b)(3) CIAAct
(b)(3) NatSecAct reprisals against him for complaints he made to the Office of Inspector General (OIG) regarding (b)(3) NatSecAct
(b)(6) financial corruption and other misconduct. From (b)(6) served a (b)(6)
(b)(7)(c) (b)(3) CIAAct According to (b)(7)(a)
(b)(6) letter, the retaliation against him included: an Agency claim that he owes the (b)(7)(c)
(b)(1) Government (b)(7)(c) for salary overpayments he received during his service as a mobilized (b)(7)(c)
(b)(3) CIAAct Reserve officer, a Uniformed Services Employment and Reemployment Rights Act (USERRA) violation
(b)(3) NatSecAct that occurred (b)(6) improperly forced him to (b)(6)
(b)(6) take annual leave to perform his military service in Iraq; deliberate violations in 2010 of his rights under (b)(6)
(b)(7)(c) the Privacy Act; and, after his resignation from the Agency (b)(6) the Agency's delay in (b)(6) (b)(7)(c)
(b)(3) CIAAct transferring his security clearances to his current employer, refusal to complete a timely review of his (b)(7)(c)
(b)(6) wife's resume, and failure to transfer accurate information regarding his life, health, vision, and dental
(b)(7)(c) insurance to his current employer. (b)(6) also explained in his (b)(6) letter that he had filed in
(b)(3) CIAAct the United States District Court, District of Columbia, (b)(7)(c)
(b)(6) administrative claim against the Agency. (b)(6) complaint alleged the Agency committed (b)(3)
(b)(7)(c) deliberate violations of his rights under the Privacy Act. CIAAct
(b)(6)
(b)(7)(c)

2. (S//NF) In September 2011, OIG initiated investigations to determine whether (b)(6) (b)(b)(7)(c).ct
(b)(6) new claims in his (b)(6) letter constituted acts of reprisal for his protected communications to (b)(6)
(b)(7)(c) OIG and whether he was the victim of a USERRA violation.¹ (b)(7)(c) protected communications began (b)(7)(c)
(b)(3) CIAAct
(b)(6) (b)(6) OIG investigated separately the possible USERRA violation and whether an Agency claim (b)(6) CIAAct
(b)(7)(c) for salary overpayments (b)(7)(c) received while serving as a mobilized (b)(7)(c) Reserve officer was tied to the (b)(6)
(b)(3) CIAAct USERRA violation. The results of the investigation are reported in case (b)(3) CIAAct (b)(7)(c)

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(b)(3) NatSecAct

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(b)(1)
(b)(3) CIAAct
(b)(3) NatSecAct
~~(b)(6)~~

-(b)(6)

(b)(6) in (b)(6) related primarily to claims that (b)(7)(c) had harassed him and engaged in financial and other wrongdoing in (b)(6) (b)(3) CIAAct
(b)(6) and (b)(7)(c) these issues of possible wrongdoing in other cases.² (b)(3) CIAAct in his (b)(3) CIAAct again accused (b)(3) CIAAct of retaliatory acts against him, (b)(6) Consequently, (b)(6) (b)(6) considered whether (b)(6) might have suffered retaliation from (b)(7)(c) (b)(7)(c) (b)(7)(c)

3. (S//NF) (b)(3) CIAAct
 (b)(3) CIAAct (b)(3) CIAAct e-mail messages and the (b)(3) CIAAct
 (b)(3) CIAAct (b)(3) CIAAct messages of his supervisors and (b)(7)(c)(b)(3) CIAAct during
 the period (b)(3) CIAAct reviewed (b)(3) CIAAct Performance Appraisal Reports, security file, and
 (b)(6) Official Personnel Folder. (b)(3) CIAAct (b)(7)(e) message (b)(1)
 (b)(7)(c) and debt calculations (b)(3) CIAAct In addition, (b)(3) CIAAct (b)(3) CIAAct
 (b)(3) CIAAct time and attendance records from the periods when he was performing his military service. (b)(3) NatSecAct
 (b)(6) (b)(3) CIAAct (b)(1) (b)(6)
 (b)(7)(c) a legal expert on whistleblower reprisals. (b)(3) CIAAct (b)(7)(c)

(b)(1)
(b)(3) CIAAct
(b)(3) NatSecAct
(b)(6)
(b)(7)(c)

(b)(3) CIAAct 4. (U//~~FOUO~~) OIG did not substantiate [redacted] allegations of reprisals. (b)(3) CIAAct
(b)(6) Regarding [redacted] USERRA claim, which OIG considered separately, (b)(3) CIAAct OIG did (b)(6)
(b)(7)(c) not determine that Agency officers committed USERRA violations against [redacted] and found no (b)(7)(c)
(b)(6) evidence that an Agency claim for [redacted] in salary overpayments [redacted] received during his
(b)(7)(c) service as a mobilized [redacted] Reserve officer was connected to the alleged USERRA violation or (b)(6)
(b)(3) CIAAct inappropriately calculated. The lack of substantiation for matters (b)(3) CIAAct renders of no (b)(7)(c)
(b)(6) practical significance [redacted] retaliation claims related to USERRA and Agency debt repayment
(b)(7)(c) demands. In July 2012, [redacted] settled his [redacted] claim against the Agency, and so OIG did not, as part (b)(3) CIAAct
(b)(3) CIAAct of this matter, consider whether Privacy Act violations occurred against [redacted] as reprisals. Regarding (b)(6)
(b)(7)(c) other, new allegations [redacted] included in his [redacted] letter, OIG did not find that reviewable (b)(7)(c)
(b)(3) CIAAct personnel actions, as defined in Agency guidance or guidance found in Presidential Policy
(b)(6) Directive/PPD-19, were present to warrant a complete investigation. Specifically, OIG found that the
(b)(7)(c) non-transfer of accurate information regarding life, health, vision, and dental insurance to [redacted] (b)(3) CIAAct
(b)(3) CIAAct [redacted] (b)(3) CIAAct (b)(6)
(b)(6) 2. (U//~~FOUO~~) OIG considered (b)(6) previous complaints in the following manner: (b)(7)(c)
(b)(7)(c) (b)(3) CIAAct (b)(3) CIAAct (b)(3) CIAAct
(b)(3) CIAAct (b)(7)(c) (b)(6) dealt with (b)(6) claims of harassment by (b)(6)
(b)(6) Equal Employment Opportunity (OEO) harassment claim, OIG deferred to OEO on the matter. (b)(7)(c)
(b)(7)(c) OEO inquiry rendered a false finding, meaning that harassment did not occur. (b)(3)

(b)(3) CIAAct (b)(6)
 This case, (b)(6) related to multiple allegations that (b)(6) made in
 a 14-page amended submission to OIG (b)(7)(c) gations related to issues of harassment, discrimination, and
 false reports/statements by (b)(6) also (b)(7)(c)
 (b)(3) CIAActed that (b)(6) was involved in financial improprieties and other misconduct. OIG handled the case
 as a grievance, and the case closure, (b)(6) reported that: (b)(3) CIAAct
 (b)(6) All elements of Complainant's sub (b)(7)(c) e found to have been previously addressed by other (b)(3)
 (b)(7)(c) means, and no grievance was appropriate. One additional concern submitted during an interview was
 checked and found to be unfounded. The case was completed with that action. NatSecAct (b)(6)

³ ~~(C/NF)~~ The Assistant Inspector General for Investigations determined (b)(6) that this investigation will focus only on the alleged reprisals (b)(7)(c) and the Agency cannot implement relative to him OIG recommendations suggesting disciplinary or ameliorative measures.

(b)(3) CIAAct
(b)(6)
(b)(7)(c)

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current employer and the Agency's delay of four months to transfer his security clearances to his current employer did not involve, as required in guidance:

A *decision* concerning pay, benefits, or awards, or concerning education or training if the education or training may reasonably be expected to lead to an appointment, promotion, performance evaluation, or other action . . . [bold and italics added].

(b)(3) CIAAct

(b)(6)

(b)(7)(c) Relative to [redacted] claim that the Agency retaliated against him by refusing to complete a timely review of his wife's resume, OIG also determined that the claim is not a reviewable personnel action, as the action allegedly occurred against [redacted] wife, not against him.

(b)(3) CIAAct

(b)(6)

(b)(7)(c)

(b)(3) CIAAct 5. (U//~~ATFO~~) [redacted] will be informed of the results of this investigation and of related OIG investigation [redacted] (b)(3) CIAAct matter is closed.

(b)(6)

(b)(7)(c)

IV. Review and Approval

Case Closing Memo submitted by Investigator to Supervisor:

(b)(3) CIAAct 3/20/13
(Sign / Date)

Case Closing Memo approved by Supervisor:

(b)(3) CIAAct 3/20/13
(Sign / Date)

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**Office of Inspector General
Investigations Staff**

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Case Closing Memorandum

I. Administrative Data

(b)(3) CIAAct

Case No.: [redacted]	Case Title: <u>Unauthorized Disclosure of Classified</u>
(b)(3) CIAAct investigator: <u>SA [redacted]</u>	Supervisor: <u>SAC (b)(3) CIAAct</u>
Date Received: <u>17 October 2012</u>	Date Opened: <u>19 October 2012</u>
Date Assigned: <u>19 October 2012</u>	Case Type: <u>Full Investigation</u>

II. Summary of Investigative Actions

1. ~~(S//NF)~~ On 17 October 2012, the Office of Inspector General (OIG) received notification from the Office of Security (OS) that (b)(6) had found classified material on personal hard drive seized from (b)(7)(c) of a former Agency contractor. The classified data was (b)(6) by (b)(7)(c) examiners during their analysis of the hard drive as part of an unrelated investigation of (b)(7)(c) child pornography. The subject was identified as (b)(3) CIAAct a contractor was terminated and his clearances (b)(6) revoked (b)(6) for misusing government systems related to the sexual exploitation of (b)(7)(c) children. (b)(7)(c)

2. ~~(S//NF)~~ The OIG obtained a copy of the data from OS and reviewed it to confirm the classification. The OIG confirmed that documents labeled "Top Secret" were present and contacted the Federal Bureau of Investigation (FBI) to obtain a search warrant to review the computer equipment in the custody (b)(6) The OIG seized the equipment (b)(7)(c) The OIG referred the findings to the FBI and to the Counterintelligence Center (CIC), and supported their investigative efforts. The FBI and CIC stopped providing updates (b)(1) IG and have not requested assistance from the OIG since that date. (b)(3) CIAAct (b)(3) NatSecAct (b)(7)(c)

III. Findings

3. ~~(S//NF)~~ On (b)(6) (b)(7)(c) the OIG notified the Department of Justice of the (b)(7)(e) classified material. On (b)(7)(c) the OIG formally referred the matter to the FBI. On (b)(6) the OIG executed a search warrant for possession of child pornography to seize the (b)(6) computer equipment belonging to (b)(7)(c) that was in the possession of the (b)(7)(c) the (b)(7)(c)

(b)(3) CIAAct
(b)(6)
(b)(7)(c)

4. ~~(S//NF)~~

(b)(1)
(b)(3) CIAAct
(b)(3) NatSecAct
(b)(7)(c)
(b)(7)(e)

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(b)(3) NatSecAct

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~~SECRET//NOFORN~~**Case Closing Memorandum**

(b)(3) CIAAct • [] personal laptop contained files with personal data including social security numbers, dates
(b)(6) of birth, and clearances on [] (b)(3) CIAAct [] Agency-affiliated individuals. (b)(1)

(b)(7)(c) [] (b)(3) CIAAct
(b)(3) CIAAct • [] (b)(3) NatSecAct
(b)(6) [] (b)(7)(c)

(b)(7)(c) • Numerous technical documents related to Agency systems were found on [] laptop. (b)(3)
5. ~~(S//NF)~~ Based on the results of the initial review, OIG referred the matter to the CIAAct
Counterintelligence Center's [] (b)(3) CIAAct [] The CIC [] (b)(6)
and the FBI began a joint counterintelligence investigation into [] activities. [] (b)(7)(c)

6. ~~(S//NF)~~ On [] (b)(7)(c) [] the OIG turned over all of the evidence gathered to the FBI at
their request. [] (b)(1)

[] (b)(1) (b)(3) CIAAct
7. ~~(S//NF)~~ Th(b)(7)(c)ntified approximately [] (b)(3) NatSecAct [] (b)(3) NatSecAct
personal systems, which were confirmed by a subject matter expert [] (b)(7)(e)
[] (b)(3) CIAAct [] (b)(3) CIAAct [] (b)(7)(c)

(b)(3) CIAAct pornography were identified on [] computers. (b)(7)(c) (b)(3) CIAAct
(b)(6) [] (b)(7)(c)

(b)(7)(c) (b)(1) (b)(3) CIAAct
(b)(3) CIAAct (b)(3) NatSecAct
(b)(6) (b)(7)(c)
(b)(7)(e) (b)(3) CIAAct
(b)(6) (b)(7)(c)

9. ~~(S//NF)~~ On [] pleaded guilty [] (b)(3) CIAAct [] counts
of possession of child pornography. [] was sentenced [] (b)(6)
(b)(3) CIAAct [] and registration as a sex offender. (b)(7)(c)

(b)(6) (b)(6)
(b)(7)(c) 10. ~~(S//NF)~~ On [] (b)(7)(c) the Office of General Counsel notified the OIG that the FBI had
executed a search warrant on [] residence and obtained an 8GB flash drive [] (b)(3)
[] The OGC advised that the FBI would be completing the CIAAct
forensic analysis of the flash drive and closing the case, pending the receipt of additional information. (b)(6)

11. ~~(S//NF)~~ The FBI has assumed the investigation as the primary investigative agency and the
OIG has not received any requests for additional support since March 2013. As a result of no further OIG
investigative activity occurring and the FBI jurisdiction over the case, the OIG is closing this
investigation. Should additional information be developed, the OIG may consider reopening the matter. (b)(7)(c)

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~~SECRET//NOFORN~~**Case Closing Memorandum****IV. Review and Approval**Case Closing Memo submitted by Investigator to
Supervisor:

(b)(3) CIAAct

6 Aug 2013

(Sign / Date)

Case Closing Memo approved by Supervisor:

(b)(3) CIAAct

6 Aug 2013

VICE NEWS

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Washington, D.C. 20505

6 August 2015

Jason Leopold

Reference: F-2015-00039 / 14-cv-19879

Dear Mr. Leopold:

This letter is the fourth and final response to your 3 October 2014 Freedom of Information Act (FOIA) request for disclosure of the following UNCLASSIFIED¹ reports from the Central Intelligence Agency Office of Inspector General:

1. Former Agency Officer Alleges Retaliation for Protected Disclosures – ISSUE DATE MARCH 2013
2. Alleged Violation of CIA-Unique Post Employment Restrictions – ISSUE DATE FEBRUARY 2013
3. Misuse of Government Systems for Database Searches – ISSUE DATE FEBRUARY 2013
4. Agency Contractor Alleged Reprisal for Whistleblowing – ISSUE DATE FEBRUARY 2013
5. Review of [redacted] Allegations from DOD – ISSUE DATE MAY 2013
6. Alleged Retribution Against Alleged Whistleblower – ISSUE DATE JUNE 2013
7. Alleged Classified Information Leaked to Foreign Army Officials – ISSUE DATE JULY 2013
8. Misuse of Agency Credential by Former (b3) Staff Officer – ISSUE DATE AUGUST 2013
9. Unauthorized Disclosure of Classified Information – ISSUE DATE AUGUST 2013
10. Request for Whistleblower Protection by Former Interrogator – ISSUE DATE AUGUST 2013
11. Counterfeiting of CIA Credentials – ISSUE DATE SEPTEMBER 2013

¹ Please note that these reports are not in fact UNCLASSIFIED.

12. Ethics Violations Involving Film Producers – ISSUE DATE SEPTEMBER 2013
13. Alleged Use of Government Systems to Order Steroids – ISSUE DATE OCTOBER 2013
14. Alleged War Crimes by Agency Personnel Overseas – ISSUE DATE NOVEMBER 2013
15. Alleged Abuse of Detainees Overseas – ISSUE DATE JANUARY 2014
16. Disclosure of Classified Information by Former D/CIA – ISSUE DATE MARCH 2014
17. Alleged Abuse and Misconduct Overseas – ISSUE DATE MARCH 2014
18. Alleged Misattribution of Detainee Intelligence – ISSUE DATE APRIL 2014
19. Alleged Misconduct by Polygrapher – ISSUE DATE MARCH 2014
20. Theft of USG Property: E Bay sale of NVGs – ISSUE DATE MAY 2014
21. Allegation of Misconduct by Polygrapher – ISSUE DATE MAY 2014

We completed a thorough search for records responsive to your request and although our prior responses stated that we located twenty-three (23) responsive documents, further review of one of those documents indicates that the document is not one of the IG reports listed in the FOIA request and is, therefore, not responsive. Thus far, we have produced nineteen (19) documents in segregable form and denied two (2) in their entirety. At this time, one (1) additional document can be released in segregable form with redactions made on the basis of FOIA exemptions (b)(1), (b)(3), (b)(6), (b)(7)(c), and (b)(7)(e). Exemption (b)(3) pertains to Section 6 of the Central Intelligence Agency Act of 1949, 50 U.S.C. § 3507, noted as exemption “(b)(3)CIAAct” on the enclosed document, and/or Section 102A(i)(1) of the National Security Act of 1947, 50 U.S.C § 3024(i)(1), noted as exemption “(b)(3)NatSecAct” on the enclosed document.

Because the above-referenced request is a subject of pending litigation in federal court, in accordance with Agency regulations as set forth at Section 1900.42 of Title 32 of the Code of Federal Regulations, you are not entitled to appeal this determination administratively.

Sincerely,



Michael Lavergne
Information and Privacy Coordinator

Enclosure

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Office of Inspector General Investigations Staff

Case Closing Memorandum

I. Administrative Data

Case No.:	(b)(3) CIAAct	Case Title:	Theft of USG Property: E-Bay Sale of NVGs
Investigator:	SA (b)(3) CIAAct	Supervisor:	SAC (b)(3) CIAAct
Date Received:	30 November 2012	Date Opened:	4 December 2012
Date Assigned:	4 December 2012	Case Type:	Full Investigation

(b)(1)
(b)(3) CIAAct
(b)(3) NatSecAct
(b)(6)
(b)(7)(c)

II. Summary of Investigative Actions

1. ~~(S//NF)~~ On 30 November 2012, (b)(1) notified the Office of Inspector General (OIG) that at least one pair of AN/AVS-6 (V) Night Vision (b)(3) NatSecActgoggles (NVG), which were believed to be Agency property, were reported to be for sale on eBay, an internet auction website. According to (b)(1) the Department of Defense (DOD) initially discovered (b)(3) NatSecAct the NVGs for sale and reported the matter (b)(1) on 30 November 2012. (b)(3) NatSecAct staff queried Agency records and determined that the reported NVG serial number was associated with Agency Shipment Order Number (SO(b)(3) CIAActch was a shipment of 17 sets of NVGs (b)(1) (b)(3) NatSecAct (b)(3) CIAAct (b)(3) NatSecAct
2. ~~(S//NF)~~ On 4 December 2012, the OIG opened an official investigation into the matter. On 7 December 2012, OIG interviewed (b)(1) and reviewed documentation pertaining to the NVGs from both the (b)(3) NatSecAct (b)(3) CIAAct According to Agency records, the NVGs arrived at (b)(1) on 2 June 2011, at which time all 17 sets of NVGs were inventoried and accounted for. On 21 June 2011, (b)(1) an Agency contractor (b)(6) received SO(b)(3) CIAActtransported the 17 NVGs to the (b)(1) warehouse, located (b)(7)(c) (b)(1) designated the NVGs for disposal by secure destruction on 28 February 2012. The NVGs were last inventoried on 15 March 2012 by property turn-in (PTI) personnel (b)(1) in preparation for destruction. (b)(1) (b)(3) NatSecAct (b)(3) NatSecAct (b)(3) CIAAct (b)(6) (b)(7)(c)
3. ~~(U//FOUO)~~ On 10 December 2012, OIG contacted the Pentagon point of contact for the (b)(1) referral, (b)(6) referred OIG to US Army Criminal Investigative Division (CID), SA (b)(1) On 11 January 2013, OIG coordinated with the US Army CID Field Investigative Unit (FIU) to obtain further information concerning the matter. FIU advised OIG that the NVGs were in the possession of CID office, Carlisle Barracks, PA. (b)(6) (b)(7)(c)

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(b)(3) NatSecAct

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4. ~~(U//FOUO)~~ According to CID's investigation, the NVGs were first documented in the possession of the Defense Reutilization and Marketing Office (DRMO), Tobyhanna Army Depot, PA where they were erroneously designated for sale to the public. A private company, GILCO, then purchased the NVGs legally from a government auction. CID at Carlisle Barracks seized the NVGs from GILCO, pursuant to their investigation related to government property being sold on eBay.

5. ~~(S//NF)~~ On 24 July 2013, OIG obtained from CID 7 sets of AN/AVS-6 NVGs which directly correlated by serial number to those inventoried under SON [redacted] CID obtained all 7 sets of NVGs from GILCO during their investigation. CID also provided OIG with a copy of their Report of Investigation pertaining to the NVGs, which was appended to the case file.

(b)(3) CIAAct

III. Findings

6. ~~(C)~~ The OIG investigation found that 17 Agency-owned NVGs were received by [redacted] and destined for destruction; however, by unknown means, at least 7 were transferred to DRMO at Tobyhanna Army Depot, PA. The DRMO subsequently released the NVGs for sale to the public without the requisite demilitarization of the equipment. GILCO LLC, of Muncy, PA, subsequently obtained the NVGs through a government auction, and later posted the NVGs for sale on eBay.

(b)(1)

(b)(3) NatSecAct

7. ~~(C)~~ Due to a lack of evidence to support the allegation of theft of US government property, this matter is being closed.

(b)(1)

(b)(3) CIAAct

(b)(7)(e)

The investigation found no evidence to

indicate that the NVGs were stolen.

(b)(1)

(b)(3) CIAAct

(b)(7)(e)

IV. Review and Approval

Case Closing Memo submitted by Investigator to Supervisor:

(b)(3) CIAAct

Case Closing Memo approved by Supervisor:

(b)(3) CIAAct

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